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SECURITY AGREEMENT

Dated as of June 1, 1974

FROM

MORRISON-QUIRK GRAIN CORPORATION,

as Debtor

TO

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,

as Secured Party

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## SECURITY AGREEMENT

SECURITY AGREEMENT (the "Security Agreement") dated as of June 1, 1974 from MORRISON-QUIRK GRAIN CORPORATION, a Nebraska corporation (the "Debtor"), whose post office address is Post Office Box 609, Hastings, Nebraska 68901 to THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY (the "Secured Party"), whose address is 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

### RECITALS:

A. The defined terms used in this Security Agreement shall have the respective meanings indicated in Section 1 hereof unless elsewhere defined or the context shall otherwise require.

B. The Secured Party and the Debtor have entered into a Note Agreement dated as of June 1, 1974 (the "Note Agreement") providing for the commitment of the Secured Party to purchase not exceeding \$1,159,000 in aggregate principal amount of the 9-7/8% Secured Notes (the "Notes") of the Debtor, expressed to bear interest at the rate of 9-7/8% per annum prior to maturity, payable quarterly, and to be expressed to mature not later than June 30, 1986, and to be otherwise substantially in the form attached as Exhibit A to the Note Agreement.

C. The proceeds of the Notes are to be applied by the Debtor to finance a portion of the Invoice Cost of the Equipment described in Schedule 1 hereto.

D. All of the requirements of law have been fully complied with and all other acts and things necessary to make this Security Agreement a valid, binding and legal instrument for the security of the Notes have been done and performed.

NOW, THEREFORE, the Debtor in consideration of the premises and of the sum of Ten Dollars received by the Debtor from the Secured Party and other good and valuable consideration, receipt whereof is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Notes according to their tenor and effect, and to secure the payment of all other Indebtedness Hereby Secured and the performance and observance of all covenants and conditions in the Notes and in this Security Agreement and in the Note Agreement contained, hereby grants the Secured Party, its successors and assigns, a security interest in,

all and singular of the Debtor's right, title and interest in, all and singular, the following described properties, rights, interests and privileges (hereinafter collectively referred to as the "Collateral").

The Items of Equipment described in Schedule 1 attached hereto and made a part hereof, together with all accessories, equipment, parts and appurtenances whether now owned or hereafter acquired, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all of said Items of Equipment, together with all the rents, issues, income, profits and avails therefrom.

SUBJECT, HOWEVER, to the lien of current taxes and assessments not in default, or, if delinquent, the validity of which is being contested in good faith.

#### SECTION 1. DEFINITIONS.

The following terms shall have the following meanings for all purposes of this Security Agreement:

"Default" shall mean any event which would constitute an Event of Default if any requirement in connection therewith for the giving of notice or the lapse of time or the happening of any further condition, event or act had been satisfied.

"Equipment" or "Items of Equipment" shall mean the railroad rolling stock described in Schedule 1 hereto, together with any accessories, equipment, parts and appurtenances, whether now owned or hereafter acquired. "Item" or "Item of Equipment" shall mean any one of said Items of Equipment.

"Event of Default" shall mean any of the events specified as such in Section 5 hereof.

"Indebtedness Hereby Secured" shall mean the Notes and all principal thereof (and premium, if any) and interest thereon and all additional amounts and other sums at any time due and owing from or required to be paid by the Debtor under the terms of the Notes, this Security Agreement or the Note Agreement.

"Invoice Cost of the Equipment" shall have the same meaning as in Section 1 of the Note Agreement.

"Loan Value" of an Item of Equipment as of any installment payment date on the Notes shall be an amount determined by multiplying the aggregate unpaid principal amount of the Notes immediately prior to such prepayment by a fraction in which the numerator is the Invoice Cost of such Item and the denominator is the Invoice Cost of all Items of Equipment which are subject to this Security Agreement immediately prior to such prepayment.

"Noteholder" shall mean a person in whose name a Note is registered in the register maintained by the Debtor pursuant to Section 5.2 of the Note Agreement.

## SECTION 2. COVENANTS AND WARRANTIES OF THE DEBTOR.

The Debtor covenants, warrants and agrees for the benefit of the Secured Party and the holders of the Notes as follows:

Section 2.1. Debtor's Duties. The Debtor covenants and agrees well and truly to perform, abide by and to be governed and restricted by each and all of the terms, provisions, restrictions, covenants and agreements set forth in the Note Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns, to the same extent as though each and all of said terms, provisions, restrictions, covenants and agreements were fully set out herein and as though any amendment or supplement to the Note Agreement were fully set out in an amendment or supplement to this Security Agreement.

Section 2.2. Warranty of Title. The Debtor has the right, power and authority to grant a security interest in the Collateral to the Secured Party for the uses and purposes herein set forth; and the Debtor will warrant and defend the title to the Collateral against all claims and demands of persons claiming or to claim the same (excepting only the lien of current ad valorem taxes not in default).

Section 2.3. Further Assurances. The Debtor will, at its own expense, do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the perfection of the security interest being herein provided for in the Collateral, whether now owned or hereafter acquired.

Section 2.4. After-Acquired Property. Any and all property described or referred to in the granting clause hereof which is hereafter acquired shall ipso facto, and without any further conveyance, assignment or act on the part of the Debtor

or the Secured Party, become and be subject to the security interest herein granted as fully and completely as though, specifically described herein, but nothing in this Section 2.4 contained shall be deemed to modify or change the obligation of the Debtor under Section 2.3 hereof.

Section 2.5. Recordation and Filing. The Debtor will cause this Security Agreement and all supplements hereto, and all financing and continuation statements and similar notices required by applicable law, at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law in order fully to preserve and protect the rights of the Secured Party hereunder, and will at its own expense furnish to the Secured Party promptly after the execution and delivery of this Security Agreement and of each supplemental Security Agreement an opinion of counsel stating that in the opinion of such counsel this Security Agreement or such supplement, as the case may be, has been properly recorded or filed for record so as to make effective of record the security interest intended to be created hereby.

Section 2.6. Payment of Indebtedness. The Debtor will promptly pay the Indebtedness Hereby Secured as and when the same or any part thereof becomes due (whether by lapse of time, declaration, demand or otherwise).

Section 2.7. Payment of Taxes. The Debtor will from time to time duly pay and discharge or cause to be paid and discharged all taxes, assessments, levies, fees and other governmental and similar charges imposed on the Collateral or any part thereof, provided that none of the foregoing need be paid or discharged while being contested in good faith by appropriate legal proceedings which will not result in the forfeiture or sale of the Collateral or any part thereof or adversely affect the Debtor's title thereto or use thereof.

Section 2.8. Mortgages and Liens. The Debtor shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, security interest, charge, encumbrance or claim on or with respect to the Collateral, title thereto or any interest therein, except the lien of current ad valorem taxes not in default.

Section 2.9. Maintenance and Repair. The Company will cause the Equipment to be kept in good working order, condition and repair, reasonable wear and tear excepted, suitable for use in interchange. Without limiting the foregoing, the Company shall cause all replacements, changes or additions to the Equipment to be made to the extent required from time to time by the rules of the Interstate Commerce Commission, United States Department of Transportation and the current Interchange Rules or supplements thereto of

the Mechanical Division, Association of American Railroads for continuing the Equipment in interchange service, and by applicable laws and regulations of any state or governmental body.

Section 2.10. Insurance. (a) Insurance Against Loss or Damage. The Debtor will maintain or cause to be maintained in effect, with insurers satisfactory to the Secured Party, insurance against risks customarily insured against by railroad companies on similar equipment; provided, however, that the amount of such insurance with respect to each Item of Equipment shall not at any time be less than the aggregate of the Loan Value of such Item of Equipment as of the next following installment payment date in respect of the Notes. Any insurance policies carried in accordance with this Section 2.10(a) shall provide that: (i) losses, if any, shall be payable to the Secured Party (except as provided below) under a standard mortgage loss payable clause satisfactory to the Secured Party, (ii) the Secured Party's interest shall be insured regardless of any breach or violation by the Debtor of any warranties, declarations or conditions contained in such policies, (iii) such insurance, as to the interest of the Secured Party therein, shall not be invalidated by the use or operation of the Equipment for purposes which are not permitted by such policies, (iv) the insurers shall waive any right of subrogation of the insurers to any right of the Secured Party and shall waive any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of the Debtor, (v) if any premium or installment is not paid when due, or if such insurance would lapse or be cancelled, terminated or materially changed for any reason whatsoever, the insurers will promptly notify the Secured Party and any such lapse, cancellation, termination or change shall not be effective as to the Secured Party for thirty days after receipt of such notice, and (vi) appropriate certification shall be made to the Secured Party by each insurer with respect thereto. The loss, if any, under any policy covering the Equipment shall be adjusted with the insurance companies by the Debtor, subject to the approval of the Secured Party if the loss exceeds \$60,000. The loss so adjusted shall be paid to the Secured Party pursuant to said loss payable clause unless said loss is \$60,000 or less in which case said loss shall be paid directly to the Debtor.

(b) Insurance Against Public Liability and Property Damage. The Debtor will maintain and cause to be maintained in effect, with insurers satisfactory to the Secured Party, insurance with respect to the Equipment against liability for loss or damage to the person or property of others from such risks and in such amounts as are customary for railroad companies with respect to similar equipment; provided, however, that in no event shall the



insurance maintained in accordance with this paragraph be less than an aggregate of \$ 1,000,000.00 under single limit liability for each loss.

(c) Reports. The Debtor shall furnish the Secured Party with certificates or other satisfactory evidence of maintenance of the insurance required pursuant to this Section 2.10 and with respect to any renewal policy or policies shall furnish certificates evidencing such renewal not less than 30 days prior to the expiration date of the original policy or renewal policies.

Section 2.11. Financial Statements and Reports;  
Inspection and Certificates.

(a) Financial Statements and Other Reports. The Debtor agrees to maintain a standard and modern system of accounting in accordance with generally accepted accounting principles and will furnish to the Secured Party and each holder of 5% or more of the unpaid principal amount of the Notes:

(i) Annual Statements: As soon as practicable after the end of each fiscal year of the Debtor, and in any event within 90 days thereafter, duplicate copies of:

(1) a consolidating and consolidated balance sheet of the Debtor and its subsidiaries at the end of such year,

(2) consolidating and consolidated statements of income, retained earnings and changes in financial position of the Debtor and its subsidiaries for such year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and accompanied by an opinion thereon of independent certified public accountants of recognized national standing selected by the Debtor, which opinion shall state that such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied (except for changes in application in which such accountants concur), and that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as were considered necessary in the circumstances;

(ii) SEC and Other Reports: Promptly upon their becoming available, one copy of each financial statement, report, notice or proxy statement sent by the Debtor or any subsidiary to public stockholders, if any, and of each regular or periodic report (including without limitation Form 10-K Reports) and any registration statement, prospectus or communication in respect thereof filed or which may be filed by the Debtor or any subsidiary with or received by the Debtor or such subsidiary in connection therewith from any securities exchange or with the Securities and Exchange Commission or any successor agency;

(iii) Notice of Default or Claimed Default: Immediately upon becoming aware of the existence of a Default of an Event of Default or that the Debtor or the holder of any evidence of indebtedness of the Debtor has given notice or taken any other action with respect to an Event of Default or a claimed default in respect of such evidence of indebtedness, a written notice specifying the nature of the Event of Default or claimed default and any such notice given or action taken by such holder and what action the Debtor is taking or proposes to take with respect thereto; and

(iv) Requested Information: Such other information as the Secured Party, or any holder or holders of 5% or more of the unpaid principal amount of the outstanding Notes may reasonably request, it being understood and agreed that such information may include without limitation duplicate copies of quarterly statements of the Debtor as soon as practicable after the end of each quarterly fiscal period in each fiscal year of the Debtor, and in any event within 60 days thereafter, containing the following information:

(1) a consolidated and consolidating balance sheet of the Debtor and its subsidiaries as at the end of such quarter, and

(2) consolidated and consolidating statements of income, retained earnings and changes in financial position of the Debtor and its subsidiaries for such quarter and (in the case of the second and third quarters) for the portion of the fiscal year ending with such quarter, setting forth in each case in comparative form the figures for the corresponding periods a year earlier, all in reasonable detail and certified as complete and correct, subject to changes resulting from year-end adjustments, by a principal financial officer of the Debtor.

(b) Officer's Certificates. Each set of financial statements delivered by the Debtor pursuant to Section 2.11(a)(i) or 2.11(a)(v) hereof will be accompanied by a certificate of a principal financial officer of the Debtor stating that such officer has reviewed the relevant terms of this Security Agreement and has made, or caused to be made, under his supervision, a review of the transactions and conditions of the Debtor from the beginning of the accounting period covered by the income statements being delivered therewith to the date of the certificate, and that such review has not disclosed the existence during such period of any condition or event which constitutes an Event of Default or Default, or, if any such condition or event existed or exists, specifying the nature and period of existence and what action the Debtor has taken or proposes to take with respect thereto.

(c) Accountant's Certificate. Each set of annual financial statements of the Debtor delivered pursuant to Section 2.11(a)(i) will be accompanied by a certificate of the accountants who certify such financial statements stating that they have reviewed this Security Agreement and have obtained no knowledge of any Default or Event of Default, or, if such accountants have obtained knowledge of any such Default or Event of Default, they shall disclose the nature and period of existence thereof.

(d) Inspection. The Debtor will permit the representative of the Secured Party or any holder of 5% or more of the unpaid principal amount of the Notes (in the case of any such party, at such party's expense) to visit and inspect any properties of the Debtor or any subsidiary, to examine all their books of account, records, reports and other papers, to make copies and extracts therefrom, and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants (and by this provision the Debtor authorizes said accountants to discuss with such representative the finances and affairs of the Debtor and its subsidiaries) all at such reasonable times and as often as may be reasonably requested, provided, however, that the Debtor shall not be liable, except in the case of the negligence or wrongful act of the Debtor or of its employees or agents, for any injury or death to any person exercising the rights granted hereunder to inspect any properties of the Debtor or any subsidiary.

### SECTION 3. POSSESSION, USE AND RELEASE OF PROPERTY.

Section 3.1. Possession of Collateral. While the Debtor is not in default hereunder it shall be suffered and permitted to remain in full possession, enjoyment and control of the Equipment and to manage, operate and use the same and each part thereof with the rights and franchises appertaining thereto, provided, always, that the possession, enjoyment, control and use of the Equipment shall at all times be subject to the observance and performance of the terms of this Security Agreement.

Section 3.2. Release of Property. In the event that any Item of Equipment is lost, destroyed, irreparably damaged or in the opinion of the Company and the Secured Party obsolete or economically unserviceable for use or in the event any Item of Equipment is requisitioned or taken by any governmental authority under the power of eminent domain or otherwise, the Company shall fully inform the Secured Party of the occurrence of such event and in any such event the Company shall be entitled to a release of such Item of Equipment from the lien of this Secured Party on the following terms and conditions:

(a) The Company shall give written notice to the Secured Party designating the Item of Equipment to be released and the date on which settlement will be made for such Item of Equipment (which date shall be the next succeeding installment payment date); and

(b) On the installment payment date designated for settlement the Company shall prepay and apply on the principal of the Notes an amount equal to the "loan value" of the Item of Equipment together with accrued interest on the amount of such prepayment to the date of settlement but without premium or penalty.

All prepayments pursuant to this Section 3.2 shall be applied to the prepayment of the installments of principal of the Notes in such manner so that after giving effect thereto the remaining installments of the Notes (including both principal and interest) shall be reduced in the same proportion that the principal amount of the prepayment bears to the unpaid principal amount of the Notes immediately prior to such prepayment.

#### SECTION 4. APPLICATION OF INSURANCE PROCEEDS.

Section 4.1. Insurance Proceeds. The amounts received by the Secured Party from time to time which constitute proceeds of insurance maintained by the Company in respect of the Equipment, or which constitute payments by carriers by reason of the loss or destruction of an Item of Equipment used in Interchange, shall be held by the Secured Party as a part of the Collateral and shall be applied by the Secured Party from time to time to any one or more of the following purposes:

(a) Repair or Replacement. If no Event of Default has occurred and is continuing, the proceeds of such insurance shall, if the Items of Equipment which were lost, damaged or destroyed are to be repaired or replaced, be released to the Debtor, to reimburse the Debtor for expenditures made for such repair, restoration or replacement of such Items of Equipment upon receipt by the Secured Party of: (i) a certificate of the President, the Treasurer or a Vice President of the Debtor showing in reasonable detail the purpose for which the expenditures were made and the actual cash expenditures made for such purpose and stating that no Event of Default has occurred and is continuing, and (ii) a supplement hereto sufficient, as shown by an opinion of counsel in form and content satisfactory to the Secured Party (which may be counsel for the Debtor), to grant a security interest in any additions to or substitutions for the Items of Equipment to the Secured Party, which opinion shall also cover the filing and/or recording of such supplement (or a financing statement or similar notice thereof if and to the extent permitted or required by applicable law) so as to perfect the security interest in such additions or substitutions, or in the alternative, an opinion that no such supplement is required for such purpose; and

(b) Application to Notes. If the insurance proceeds shall not have been released to the Debtor pursuant to the preceding Section 4.1(a) within 6 months from the receipt thereof by the Secured Party, then so long as no Event of Default has occurred and is continuing, the insurance proceeds shall be applied by the Secured Party as follows:

(i) First, to the prepayment of the Notes, all in the manner provided for by Section 3.2(b) hereof; and

(ii) Second, the balance, if any, of such insurance proceeds held by the Secured Party after making the applications provided for by the preceding subparagraph (i) shall be released to or upon the order of the Debtor.

Section 4.2. Default. If an Event of Default has occurred and is continuing, all amounts received by the Secured Party under this Security Agreement may, at the option of the Secured Party be applied in the manner provided for in Section 5 in respect of proceeds and avails of the Collateral.

SECTION 5. DEFAULTS AND OTHER PROVISIONS.

Section 5.1. Events of Default. The term "Event of Default" for all purposes of this Security Agreement shall mean one or more of the following:

(a) Default in payment of an installment of the principal of, or interest on, any Note when and as the same shall become due and payable, whether at the due date thereof or at the date fixed for prepayment or by acceleration or otherwise and such default shall continue for five days; or

(b) Default on the part of the Debtor in the due observance or performance of any covenant condition or agreement to be observed or performed by the Debtor under this Security Agreement or the Note Agreement, and such default shall continue unremedied for 30 days after written notice from the Secured Party or any holder of the Notes to the Debtor specifying the default and demanding the same to be remedied; or

(c) Any representation or warranty made herein or in the Note Agreement or in any report, certificate, financial or other statement furnished in connection with this Security Agreement, or the Note Agreement, or the transactions contemplated therein shall prove to be untrue in any material respect as of the date of the issuance or making thereof and shall not be made good within 30 days after notice thereof from the Secured Party or any holder of the Notes to the Debtor; or

(d) Any Event of Default shall occur under any indenture, agreement or other similar instrument under which any evidence of indebtedness of the Company or any subsidiary may be issued or outstanding and such Event of Default shall continue for a period of time sufficient to permit the acceleration of the maturity of any indebtedness outstanding thereunder;

(e) The Company or any subsidiary becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors, or the Company or any subsidiary applies for or consents to the appointment of a trustee or receiver for the Company or such subsidiary or for the major part of its property;

(f) A trustee or receiver is appointed for the Company or any subsidiary or for the major part of the property of the Company or any subsidiary and is not discharged within 30 days after such appointment;

(g) Any judgment, writ or warrant of attachment or of any similar process in an amount in excess of \$50,000 shall be entered or filed against the Company or any subsidiary or against any of the property or assets of the Company or any subsidiary and remains unpaid, unvacated, unbonded or unstayed for a period of 30 days; or

(h) Bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Company or any subsidiary and, if consented to or are not dismissed within 60 days after such institution.

Section 5.2. Secured Party's Rights. The Debtor agrees that when any Event of Default has occurred and is continuing the Secured Party shall have the rights, options, duties and remedies of a secured party, and the Debtor shall have the rights and duties of a debtor, under the Uniform Commercial Code (regardless of whether such Code or a law similar thereto has been enacted in a jurisdiction wherein the rights or remedies are asserted) and without limiting the foregoing, the Secured Party may exercise any one or more or all, and in any order, of the remedies hereinafter set forth, it being expressly understood that no remedy herein conferred is intended to be exclusive of any other remedy or remedies; but each and every remedy shall be cumulative and shall be in addition to every other remedy given herein or now or hereafter existing at law or in equity or by statute:

(a) The Secured Party may, by notice in writing to the Debtor, declare the entire unpaid balance of the Notes to be immediately due and payable; and thereupon all such unpaid balance, together with all accrued interest thereon, shall be and become immediately due and payable;

(b) The Secured Party personally or by agents or attorneys, shall have the right (subject to compliance with any applicable mandatory legal requirements) to take immediate possession of the Collateral, or any portion thereof, and for that purpose may pursue the same wherever it may be found, and may enter any of the premises of the Debtor, with or without notice, demand, process of law or legal procedure, and search for, take possession of, remove, keep and store the same, or use and operate or lease the same until sold and may otherwise exercise any and all of the rights and powers of the Debtor in respect thereof;

(c) In the event the Secured Party shall demand possession of the Equipment then, without limiting the provisions of paragraph (a) hereof, the Debtor shall forthwith deliver possession of the Equipment to the Secured Party in good order and repair, ordinary wear excepted. For the purpose of delivering possession of any Equipment to the Secured Party as above required, the Debtor shall, at its own cost and expense, forthwith:

(i) assemble such Equipment and place them upon storage tracks within 25 miles of Hastings, Nebraska (or such other place or places as the parties hereto shall agree in writing) as the Secured Party shall designate;

(ii) provide storage at the risk of the Debtor for such Equipment on such tracks or cause the same or any thereof to be transported to any place or places on lines of a railroad within a 25-mile radius of such storage tracks on which the Equipment has been assembled, all as directed by the Secured Party.

The assembling, delivery, storage and transporting of the Equipment as hereinabove provided are of the essence of this Security Agreement, and upon application to any court of equity having a jurisdiction in the premises, the Secured Party shall be entitled to a decree against the Debtor requiring specific performance of the covenants of the Debtor so to assemble, deliver, store and transport the Equipment;

(d) The Secured Party may, if at the time such action may be lawful and always subject to compliance with any mandatory legal requirements, either with or without taking possession and either before or after taking possession, and without instituting any legal proceedings whatsoever, and having first given notice of such sale by registered mail to the Debtor once at least ten days' prior to the date of such sale, and any other notice which may be required by law if such ten days' notice is insufficient, sell and dispose of said Collateral, or any part thereof, at private sale or sales and/or public auction or auctions to the highest bidder, in one lot as an entirety or in separate lots, and either for cash or on credit and on such terms as the Secured Party may determine, and at any place (whether or not it be the location of the Collateral or any part thereof) designated in the notice above referred to. Any such sale or sales may be adjourned from time to time by announcement at the time and place appointed for such sale or sales, or for any such adjourned sale or sales, without further published notice, and the Secured Party or the holder or holders of Notes, or of any interest therein, may bid and become the purchaser at any such sale; and



(e) The Secured Party may proceed to protect and enforce this Security Agreement and said Notes by suit or suits or proceedings in equity, at law or in bankruptcy, and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted; or for foreclosure hereunder, or for the appointment of a receiver or receivers for the Collateral or any part thereof, for the recovery of judgment for the Indebtedness Hereby Secured or for the enforcement of any other proper, legal or equitable remedy available under applicable law.

Section 5.3. Acceleration Clause. In case of any sale of the Collateral, or of any part thereof, pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Security Agreement, the principal of the Notes, if not previously due, and the interest accrued thereon, shall at once become and be immediately due and payable; also in the case of any such sale, the purchaser or purchasers, for the purpose of making settlement for or payment of the purchase price, shall be entitled to turn in and use the Notes and any claims for interest matured and unpaid thereon, in order that there may be credited as paid on the purchase price the sum apportionable and applicable to the Notes including principal and interest thereof out of the net proceeds of such sale after allowing for the proportion of the total purchase price required to be paid in actual cash.

Section 5.4. Waiver by Debtor. To the extent now or at any time hereafter enforceable under applicable law, the Debtor covenants that it will not at any time insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor claim, take, nor insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Collateral or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor, after such sale or sales, claim or exercise any right under any statute now or hereafter made or enacted by any state or otherwise to redeem the Collateral so sold or any part thereof, and hereby expressly waives for itself and on behalf of each and every person, except decree or judgment creditors of the Debtor acquiring any interest in or title to the Collateral or any part thereof subsequent to the date of this Security Agreement, all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any power herein granted and delegated to the Secured Party, but will suffer and permit the execution of every such power as though no such power, law or laws had been made or enacted.

Section 5.5. Effect of Sale. Any sale, whether under any power of sale hereby given or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Debtor in and to the property sold shall be a perpetual bar, both at law and in equity, against the Debtor, its successors and assigns, and against any and all persons claiming the property sold or any part thereof under, by or through the Debtor, its successors or assigns.

Section 5.6. Application of Sale Proceeds. The purchase money proceeds and/or avails of any sale of the Collateral, or any part thereof, and the proceeds and the avails of any remedy hereunder shall be paid to and applied as follows:

(a) To the payment of costs and expenses of foreclosure or suit, if any, and of such sale, and of all proper expenses, liability and advances, including legal expense and attorneys' fees, incurred or made hereunder by the Secured Party, or the holder or holders of the Notes and of all taxes, assessments or liens superior to the lien of these presents, except any taxes, assessments or other superior lien subject to which said sale may have been made;

(b) To the payment of the amount then owing or unpaid on the Notes for principal and interest and premium, if any; and in case such proceeds shall be insufficient to pay in full the whole amount so due, owing or unpaid upon the Notes, then ratably according to the aggregate of such principal and the accrued and unpaid interest and premium, if any, with application on each Note to be made, first, to the unpaid principal thereof, second, to unpaid premium, if any, and third, to unpaid interest thereon; and

(c) To the payment of the surplus, if any, to the Debtor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 5.7. Discontinuance of Remedies. In case the Secured Party shall have proceeded to enforce any right under this Security Agreement by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Debtor, the Secured Party and the holders of the Notes shall be restored to their former positions and rights hereunder with respect to the property subject to the security interest created under this Security Agreement.

Section 5.8. Cumulative Remedies. No delay or omission of the Secured Party or of the holder of any Notes to exercise any right or power arising from any default, shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party, or the holder of any Note of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, or to impair the rights resulting therefrom except as may be otherwise provided herein. No remedy hereunder is intended to be exclusive of any other remedy but each and every remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing; nor shall the giving, taking or enforcement of any other or additional security, collateral or guaranty for the payment of the indebtedness secured under this Security Agreement operate to prejudice, waive or affect the security of this Security Agreement or any rights, powers or remedies hereunder, nor shall the Secured Party or any holder of the Notes be required to first look to, enforce or exhaust such other or additional security, collateral or guaranties.

SECTION 6. MISCELLANEOUS.

Section 6.1. Successors and Assigns. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, premises and agreements in this Security Agreement contained by or on behalf of the Debtor or by or on behalf of the Secured Party, shall bind and inure to the benefit of the respective successors and assigns of such party whether so expressed or not.

Section 6.2. Partial Invalidity. The unenforceability or invalidity of any provision or provisions of this Security Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

Section 6.3. Communications. All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to the Debtor:	Morrison-Quirk Grain Corporation Post Office Box 609 Hastings, Nebraska 68901 Attention: Kenneth Morrison, President Richard E. Hunter, Vice Pres. & General Counsel
If to the Secured Party:	The Northwestern Mutual Life Insurance Company 720 East Wisconsin Avenue Milwaukee, Wisconsin 53202 Attention: Securities Department

or to the Debtor or the Secured Party at such other address as the Debtor or the Secured Party may designate by notice duly given in accordance with this Section to the other party. Communications to the holder of a Note shall be deemed to have been given (unless otherwise provided for by the specific provisions hereof in respect of any matter) when delivered personally or when deposited in the United States mail, registered or certified, postage prepaid, addressed to such holder at its address set forth in the Register.

Section 6.4. Release. The Secured Party shall release this Security Agreement and the security interest granted hereby by proper instrument or instruments upon presentation of satisfactory evidence that all Indebtedness Hereby Secured has been fully paid and discharged.

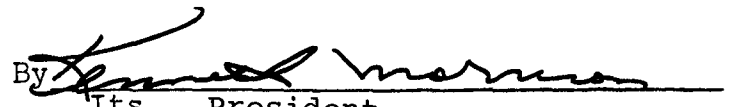
Section 6.5. Governing Law. This Security Agreement and the Notes shall be construed in accordance with and governed by the laws of the State of Wisconsin; provided, however, that the Secured Party shall be entitled to all the rights conferred by any applicable Federal statute, rule or regulation.

Section 6.6. Counterparts. This Security Agreement may be executed, acknowledged and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Security Agreement.

Section 6.7. Headings. Any headings or captions preceding the text of the several sections hereof are intended solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.


IN WITNESS WHEREOF, the Debtor has caused this Security Agreement to be executed, all as of the day and year first above written.

MORRISON-QUIRK GRAIN CORPORATION

By   
Its President DEBTOR

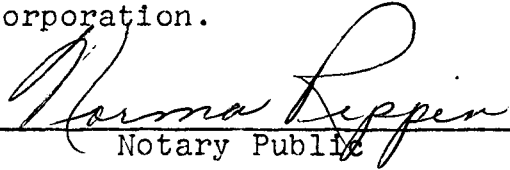
[CORPORATE SEAL]

ATTEST

  
Secretary

STATE OF NEBRASKA )  
 ) SS.  
COUNTY OF ADAMS )

On this 18th day of June, 1974, before me personally appeared Kenneth Morrison, to me personally known, who being by me duly sworn, says that he is President of MORRISON-QUIRK GRAIN CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

NORMA RIPPEN  
GENERAL NOTARY - State of Nebr.  
My Commission Expires

[SEAL]



My Commission Expires: 3-24-77

DESCRIPTION OF EQUIPMENT

INVOICE COST

Seventy-five (75) 100-ton,  
4750 cubic foot covered  
hopper grain cars lettered  
MQGX and numbered 61 to 135,  
both inclusive

\$20,600 per Item  
(\$1,545,000 for  
seventy-five Items)

SCHEDULE 1  
TO SECURITY AGREEMENT